

Riga

Date of the document is the date of the time stamp of the last enclosed qualified electronic signature

Our Ref:

<b>AGREEMENT AMENDMENTS NOTICE CONCERNING PROGRAMME AND PAYMENT SCHEDULE UPDATES</b>	
<b>AGREEMENT:</b>	Design and Design Supervision Services for the construction of the new line on the section from Misa to Latvian/Lithuanian state border No dated 30 March 2020.
<b>AGREEMENT PARTIES:</b>	<ol style="list-style-type: none"> <li>1. RB Rail AS a joint-stock company duly incorporated and operating under the laws of Republic of Latvia, registration number 40103845025, registered address: Satekles iela 2B, Riga, LV-1050, Latvia, (hereinafter – the “Client”),</li> <li>2. Ministry of Transport of Republic of Latvia, registration number: 90000088687, registered address: Gogoļa iela 3, Riga, LV-1743 (hereinafter, the “Beneficiary”),</li> <li>3. IDOM, CONSULTING, ENGINEERING, ARCHITECTURE S.A.U., registration number: A48283964, tax registration No A-48-283964, registered address: Avenida Zarandoa 23, Bilbao, Spain (hereinafter, the “Consultant”).</li> </ol>
<b>BASIS FOR THE AMENDMENTS:</b>	Agreement on Design and Design Supervision Services for the construction of the new line on the section from Misa to Latvian/Lithuanian state border No
<b>AMENDMENT OF THE AGREEMENT:</b>	<p>The Agreement shall be amended as follows:</p> <ol style="list-style-type: none"> <li>1. Appendix 3 [Programme] shall be introduced in a new wording as set-forth in Annex 1 of this notice, where the consequential changes shall have direct effect to the context of Appendix 4 [Remuneration and Payment].</li> <li>2. Appendix 4 [Remuneration and Payment] shall be introduced in a new wording as set-forth in Annex 2 of this notice.</li> <li>3. Other Agreement conditions which are not affected by this notice shall remain unchanged.</li> <li>4. This notice is entered into in English language.</li> <li>5. This notice is entered into and governed by and shall be construed and interpreted in accordance with the applicable laws as set-forth in the Agreement and any dispute regarding this notice shall be resolved pursuant to the Agreement conditions.</li> </ol>

	<p>6. This notice shall be effective at the time of last electronic signature with time stamp.</p> <p>7. In witness thereof, the Parties have signed this document electronically with a safe electronic signature which contains a time stamp. Thus, the document is executed and transferred to the Parties digitally. The document is signed by the duly authorized representatives of the Parties. Each Party shall keep a copy of this document having equal authority in the form of an electronic document.</p>
<p><b>NOTES:</b></p>	<p>1. This is Agreement amendments implementation notice concluded in the course of negotiations.</p> <p>2. The Consultant's Representative having authority to execute this document shall sign it and return copy to the Client's Representative at the earliest convenience.</p> <p>3. Actual Service performance baseline (Detailed Service schedule) as related to implementation of this Agreement Amendments Notice is enclosed to this Agreement Amendment Notice as Annex No 3.</p> <p>4. The Consultant shall commit to execute the Services within the framework stipulated in Annex No 3. The Consultant states that it is feasible to execute the services within said timeframe and states that there is no event, required condition or circumstance known to the Consultant and within/under direct control of the Consultant that could preclude the Consultant from implementation of the new Service performance baseline (Annex No 3) in quality required contractually and by applicable laws. This does not limit the right of the Consultant to claim for times extension in accordance with the Agreement if there are justifiable circumstances, as well as the right of the Client to apply contractual penalties.</p> <p>5. The Consultant and the Client confirm that the Annex 3 (Service performance baseline) does not modify the Scope of the Consultant's services or the Programme, also irrespective of the fact whether the Annex 3 includes Detailed Technical Design or not. If the Consultant is under obligation to provide Detailed Technical Design service under the initial wording of the Agreement, the service must be provided unless explicitly agreed otherwise under a separate agreement.</p> <p>6. The Consultant and the Client confirm that the Service performance baseline (Annex 3) is made without prejudice over the liability of the Consultant or the Client for the delays that have occurring until the signing of this Agreement Amendment Notice. Each Party reserves all rights thereto, including rights related to damages, penalties, times extension, additional remuneration.</p>